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UNITED STATES DEPARTMENT OF AGRICULTURE
Food Distribution Administration
Washington, D. C.

February 22, 1943

SPECIAL COMMODITIES BRANCH MEMORANDUM NO. 14

To: All Divisions and Sections, Special Commodities Branch

From: H. C. Albin, Chief, Special Commodities Branch

Subject: Purchases from the Army, Navy, or Marine Corps

Direct purchases from any Branch of the Armed Forces will be initiated by the Program Liaison Division, after collaboration with the appropriate personnel in the concerned Commodity Division of the Branch, and will be completed in the manner outlined below:

1. A representative of the Program Liaison Division responsible for Liaison Relationships with the Armed Forces will forward to this Branch a purchase proposal which will contain the following information:

- (a) Seller
- (b) Buyer
- (c) Point of Delivery
- (d) Description of Commodity & Packaging
- (e) Quantity
- (f) Remarks

All purchase proposals will be numbered in sequence, in the order of their receipt within the Administration (FDA No.____). They will also be numbered consecutively in the order of reference to any particular Branch (Special Commodities Branch No.____).

2. The purchase proposal and one carbon copy, together with all available supporting papers, will be received by the Authorities and Procedures Section of the Program Development Division. This section will be responsible for the maintenance of a complete record by Special Commodities Branch numbers of all purchase proposals received within the Branch.

Distribution shall be as follows:

- (a) (1) The original of the proposal and all related papers will be directed to the appropriate Commodity Division.

H. C. Albin

(2) Upon receipt of a purchase proposal, the Division Chief shall prepare a contract form, (a sample copy of an acceptable contract is attached for your guidance) in quintuplicate, and forward the contract through the Announcements and Contracts Section, to the appropriate representative of the Armed Forces, with a covering letter of explanation requesting signature and prompt return.

(3) Upon receipt of the five signed copies of the contract form in the Commodity Division, FDA or FSCC contract numbers (as required) will be assigned. An abstract shall then be prepared and forwarded with all copies of the contract form and any other related papers to the Announcements and Contracts Section.

(4) Thereafter the transaction shall be treated according to instructions for regular purchases.

(b) The carbon copy of the Purchase Proposal will be transmitted to:

- (1) The Analysis and Reports Section for informational purposes.
- (2) To the Announcements and Contracts Section for check against contract.
- (3) The Authorities and Procedures Section for filing.

3. In those instances where arrangements are made between the Administration and one of the Armed Services whereby the commodity obtained by FDA may be returned in kind at another time or place, it will not be necessary to prepare a contract until it has been indicated by the Transportation and Warehousing Branch that equal quantities of the same specifications are not available and that arrangements have been made by Program Liaison with the Service involved to construe the arrangement as a cash purchase. The Program Liaison Division will not furnish a Purchase Proposal for an exchange transaction, but will forward, instead a memorandum outlining the arrangement. This will permit us properly to reflect such transactions in our reports of total holdings. At the time it is agreed to consider the transaction as a purchase, Program Liaison will forward a purchase proposal to this Branch and action will be instituted as outlined above.

Attachment

J. C. Allen

UNITED STATES DEPARTMENT OF AGRICULTURE
Food Distribution Administration
Washington, D. C.

Date. _____

To _____

(Contract Number)

(Program)

The Federal Surplus Commodities Corporation, hereinafter referred to as FSCC, hereby agrees to purchase from _____ (Company or Agency) hereinafter referred to as the seller, _____ (Quantity) of, (Commodity) in accordance with the following terms and conditions:

1. Price: _____

2. Quality: _____

3. Inspection: Seller shall furnish at the expense of the FSCC certificates of inspection for each delivery. Such certificates will be issued by the Food Distribution Administration of the U.S. Department of Agriculture or by a person or agency designated by and under the supervision of that Administration. _____

4. Labels, Packaging, and Marking: _____

5. Delivery:

6. Payment: Payment will be made by the FSCC as soon as practicable after a correct claim is submitted for any delivery, and payment will be contingent upon full compliance upon condition set forth herein.

7. Price Ceiling Warranty: Seller represents and warrants that the price or prices of the commodity to be delivered hereunder do not exceed any existing applicable maximum price or prices established by the Office of Price Administration. In the event such price or prices of the commodity shall at the time of delivery of any commodity hereunder exceed any applicable maximum price or prices established by the Office of Price Administration, the seller shall be entitled only to the amount of such established maximum, and shall refund to the Government all monies received in payment for such commodity in excess of such established maximum.

8. Contract of Sale: This purchase order, after execution by an authorized representative of the FSCC and an authorized representative of the seller shall constitute the Contract of Sale between the seller and the Federal Surplus Commodities Corporation.

FEDERAL SURPLUS COMMODITIES CORPORATION

By:

By _____

Purchase Representative

(Title)

(Corporate Seal)
(if none, so)
(state.)

(Address of Invoicing Office)

(Address to which vendor shall send
his invoices)